

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The KIPP Foundation
AND
Colby College**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between Colby College (“Colby”) and The KIPP Foundation (“KIPP”).

A. PURPOSE OF MOU:

The purpose of this MOU is to develop and expand a partnership between Colby and KIPP to develop programs, projects, and activities that will address college persistence challenges for students from low-income families who are also often first-generation college students.

B. PARTNERSHIP OBJECTIVES:

The main objectives of the partnership are to:

- Attract more KIPP students to Colby, where they will have the opportunity to excel academically and contribute as leaders on campus and in the larger community;
- Achieve a 75% 6-year graduation rate for KIPP alumni who enroll at Colby (hereinafter referred to as “Colby KIPP Alumni”); and
- Provide opportunities for the leadership and staff of both KIPP and Colby to meet and create new strategies to address the challenges of college faced by students from low-income families who are also often first-generation college students.

C. KIPP RESPONSIBILITIES: By signing this MOU, KIPP agrees to do the following:

Support recruitment of KIPP students to Colby by:

- Collaborating with KIPP schools and regions to provide Colby access to recruit high performing candidates from the KIPP school network;
- Providing Colby’s admissions office with access to contact and profile information for KIPP students who are potential candidates for Colby, as permitted by federal and state student privacy laws;
- Subject to federal and state student privacy laws, using reasonable efforts to provide Colby’s admissions office with a list of KIPP alumni who, to KIPP’s knowledge, are applying for admission;
- Providing opportunities for Colby representatives to meet with KIPP educators and KIPP Through College staff from across the country at the annual KIPP School Summit and other relevant KIPP gatherings;
- Collaborating with KIPP schools and regions to portray Colby as an attractive higher education option and official “KIPP College Partner” to its current

students, and encouraging students to pursue Colby opportunities such as campus visits and pre-college programs; and

- Listing Colby as a “KIPP College Partner” on KIPP publications, websites, and social media platforms.

Provide KIPP’s College Partnership Director as a single point of contact to manage the partnership commitment between Colby and KIPP by:

- Managing communications with Colby;
- Coordinating and attending a semi-annual meeting of Colby leadership and staff and KIPP leadership and staff to review the status of the partnership and make appropriate adjustments; and
- Coordinating with KIPP Through College counselors and other KIPP staff who are involved in partnership programs and activities.

Collaborate to improve college persistence and completion of Colby KIPP Alumni by:

- Providing feedback from Colby KIPP Alumni on what works to support first generation college students from low-income families; and
- Collaborating with Colby staff to design on-campus workshops and programs for Colby KIPP Alumni to improve persistence (e.g., FAFSA renewal information sessions, peer-to-peer mentoring, etc.).

Allow Colby to use the designation “KIPP College Partner” publicly.

D. COLBY RESPONSIBILITIES: By signing this MOU, Colby agrees to do the following:

Appoint a campus liaison at the Vice Presidential level who will be responsible for managing the relationship with KIPP’s College Partnership Director and other KIPP staff. The campus liaison will:

- Identify at least one member of the teaching faculty and one professional staff member to assist with executing the college partnership commitments made by Colby;
- Organize a semi-annual meeting of KIPP leadership and staff and Colby leadership and staff to review Colby KIPP Alumni student progress and the success of recruitment and student support initiatives;
- Ensure that Colby departments coordinate effectively to meet the needs of Colby KIPP Alumni;
- Allocate adequate staff to conduct pre-enrollment outreach to ensure that KIPP students and alumni who have been admitted to Colby (“KIPP Matriculants”) transition smoothly from high school to Colby, including but not limited to:
 - Helping KIPP Matriculants secure housing
 - Hosting on-campus events for KIPP Matriculants and their families
 - Developing and implementing affinity activities and structures for incoming KIPP Matriculants and Colby KIPP Alumni
- Appoint staff to facilitate mentoring meetings and activities between older Colby students and younger Colby KIPP Alumni throughout the college experience;

- Ensure that quarterly meetings are held between Colby KIPP Alumni, Colby staff, and KIPP staff to discuss the quality of Colby KIPP Alumni's campus experience as well as any topics relevant to college persistence; and
- Work with the appointed member of the teaching faculty and professional staff member to identify early alert triggers that decrease persistence and proactively work with Colby KIPP Alumni and KIPP Through College counselors and advisors to counter those triggers.

Aspire to recruit, admit, and enroll 12 to 16 KIPP alumni at Colby September 2013 by:

- Targeting KIPP students and alumni during fall application outreach efforts (e.g., visiting KIPP schools and schools attended by KIPP alumni, inviting KIPP students and alumni to regional receptions and campus preview, sending targeted mailings, hosting KIPP students and alumni on campus, etc.);
- Educating KIPP Through College counselors and advisors about Colby (e.g., by inviting them to campus visits or campus events, or by sending Colby representatives to KIPP events, etc.);
- Promoting pre-college opportunities to KIPP students, alumni, and KIPP Through College counselors;
- Identifying a single point of contact in the admissions office who will track KIPP student and alumni applicants and support them in the Colby application process;
- Using a holistic admissions review process that considers the unique character, background, leadership potential, and diversity that KIPP Matriculants would contribute to Colby's academic environment and community; the admissions process may include components such as an optional SAT and student interview; and
- Inviting one or more qualified KIPP students to take part in Colby Achievement Program in the Sciences (CAPS).

Establish an annual target for KIPP alumni recruitment, admission and enrollment in future years no later than October 2013.

Make higher education more affordable for KIPP Matriculants by:

- Addressing the full financial need, as determined by Colby, of all KIPP Matriculants through sources of funding that do not require repayment. This includes scholarships and grants, but not loans.
- Supporting efforts to identify scholarship dollars for KIPP students who meet certain academic requirements;
- Not limiting the amount of Colby-funded scholarships for KIPP Matriculants as a result of private scholarships acquired by KIPP Matriculants, subject to federal regulations and not to exceed the cost of attendance;
- Waiving application and deposit fees for KIPP students applying to Colby; and
- Allowing Colby KIPP Alumni and/or other students enrolled at Colby to use student on campus employment wages to mentor Colby KIPP Matriculants and/or to support KIPP student recruitment, under the direction of the admissions liaison.

Subject to federal and state student privacy laws, track and share academic data of Colby KIPP Alumni with KIPP by:

- Executing a Family Educational Rights and Privacy Act ("FERPA") agreement that allows the sharing of student level data; and
- Tracking and compiling Colby KIPP Alumni student data, including course selection, non-credit/remediation classes, cumulative GPA, and majors and enrollment rosters.

Allow KIPP to refer to Colby as a "KIPP College Partner" publicly.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. **USE OF COLBY'S LOGO.** Colby grants KIPP permission to use Colby's logo for the exclusive use and purpose of promoting Colby and the college partnership program on materials distributed to KIPP schools, KIPP students and alumni, and on KIPP websites.
3. **USE OF DATA.** Both KIPP and Colby may use data about KIPP alumni who apply to, matriculate at, attend, and graduate from Colby in public reports subject to state and federal law regarding student privacy and education records with prior approval of the other entity.
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts KIPP or Colby from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **TERMINATION.** Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time.
6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Colby: Janice Kassman
4602 Mayflower Hill
Waterville, Maine 04901
Phone: 207-859-4602
Fax: 207-859-4828
Email: jjkasma@colby.edu

KIPP Foundation: Craig Robinson
KIPP Foundation | National Director of Alumni Services
520 8th Avenue, Suite 2005 | New York, NY 10018

Direct: 646-381-1709 | Office: 212-233-5477 x7709 | Fax: 212-233-5454 | Cell: 917-224-8258
crobinson@kipp.org

7. STUDENT PRIVACY. The parties agree to abide by the Family Educational Rights and Privacy Act ("FERPA") and any other applicable Federal and State laws/regulations addressing student privacy.

Colby shall be responsible for obtaining from each Colby KIPP Alumnus/Alumna, prior to disclosing any records to KIPP that are protected by FERPA or any other applicable federal and state laws, a signed informed consent that allows Colby to share the student's academic records with KIPP.

KIPP shall be responsible for obtaining from each current KIPP student, prior to disclosing any records to Colby that are protected by FERPA or any other applicable federal and state laws, a signed informed consent that allows KIPP to share the student's academic records with Colby.

8. COMMENCEMENT DATE. This agreement is executed as of the date of last signature.
9. LIABILITIES. It is understood that no party to this MOU is the agent of the other, and no party is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
10. RENEWAL. The parties will review this agreement on an annual basis and will decide at that time whether the agreement will be renewed for additional year(s).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.


FOR: **Colby College**

Date: 11-7-11


Name and Title: William D. Adams, President

FOR: **The KIPP Foundation**

Date: 11-17-11


Name and Title: Richard Barth, CEO